

# Exhibit 7

**Mark Arentsen**

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**From:** Slattery, Ed [slatteried@stanleygroup.com]  
**Sent:** Thursday, June 17, 2010 1:02 PM  
**To:** Mark Arentsen  
**Cc:** Reinier, Jeremy  
**Subject:** Paine Heights storm/sump drain system  
**Attachments:** 20100617130233691.pdf

Mark-

Attached is the preliminary storm/sump collector line layout drawing and budget level opinion of probable cost for Paine Heights. This information is intended to fulfill the request from FEMA for the public side cost associated mitigating localized yard flooding and removing clearwater from the sanitary sewer system.

Please note that much of the system needs to follow storm sewer design criteria since surface water from street inlets and area drains is now entering the system instead of only sump drainage lines. This means that pipe sizes are relatively large in places and the pipe material needs to be RCP within the right of way. This, of course increases cost.

Please review this material and if you are satisfied with it, please forward th FEMA.

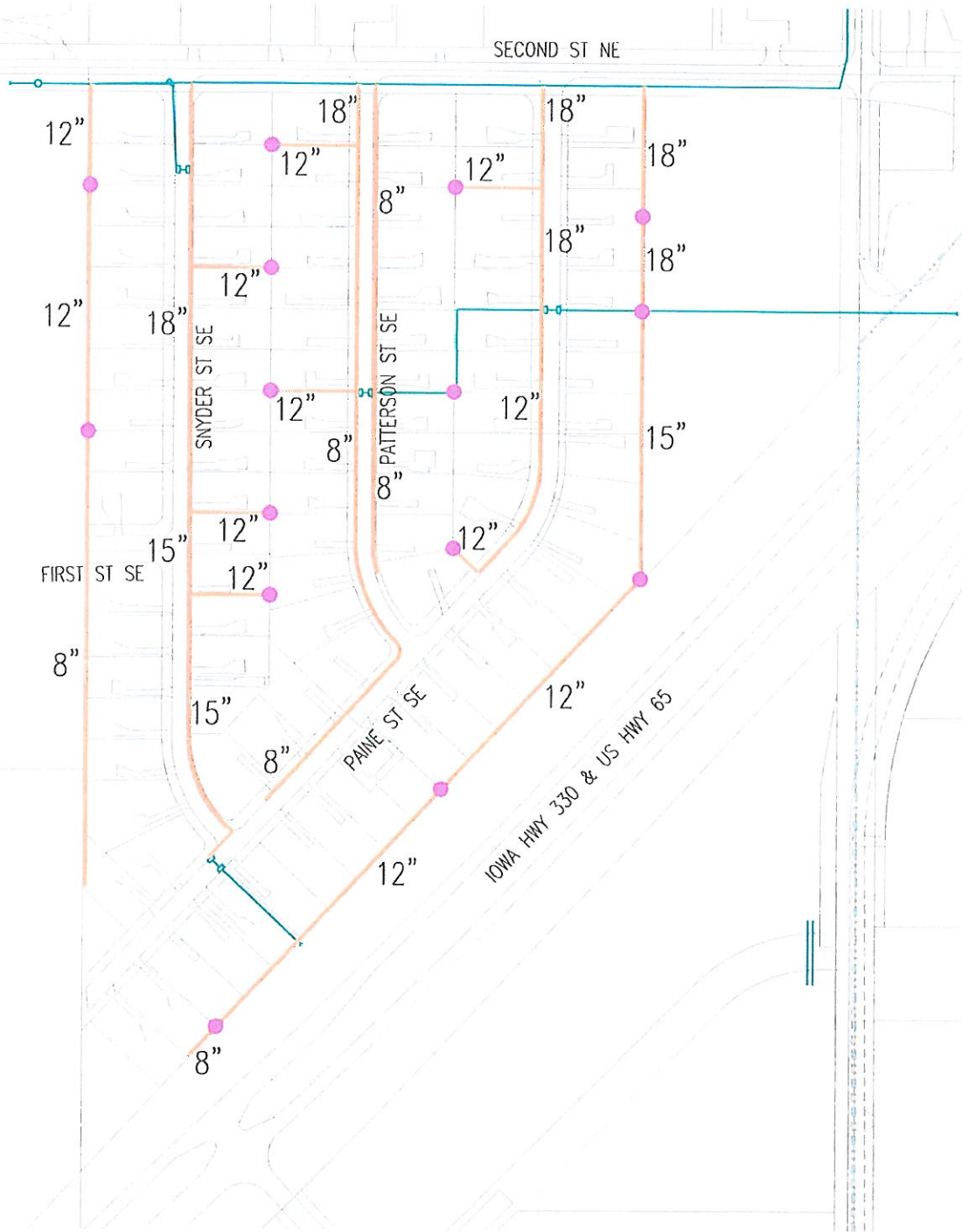
Thanks.

Edwin R. Slattery, P.E.  
Principal Environmental Engineer  
Stanley Consultants, Inc  
100 Court Ave., Ste 300  
Des Moines, Iowa 50309  
515.447.4413  
515.246.8617 (fax)



**Preliminary Construction Cost Estimate**  
**Paine Heights Sump Drainage and Storm Sewer Design**  
**Preliminary Design**  
**June 16, 2010**

Item	Description	Quantity	Units	Unit Cost	Total
1	Mobilization	1	LS	\$25,000.00	\$25,000.00
2	Construction Survey	1	LS	\$5,000.00	\$5,000.00
3	Traffic Control	1	LS	\$2,500.00	\$2,500.00
4	Grading for Drainage	1	AC	\$2,000.00	\$2,000.00
5	Seeding and Fertilizing - Urban Mix	5	AC	\$500.00	\$2,500.00
6	Trench Installation - 8" PVC Storm Pipe	2,428	LF	\$30.00	\$72,840.00
7	Trench Installation - 12" RCP Storm Pipe	3,078	LF	\$55.00	\$169,290.00
8	Trench Installation - 15" RCP Storm Pipe	848	LF	\$60.00	\$50,880.00
9	Trench Installation - 18" RCP Storm Pipe	2,031	LF	\$65.00	\$132,015.00
10	Area Intake - Precast 18" RCP	14	Ea	\$2,500.00	\$35,000.00
11	Manhole, Type SW-401, 48 In. Diameter	7	Ea	\$3,500.00	\$24,500.00
12	Connect to Existing Storm Sewer	5	Ea	\$1,500.00	\$7,500.00
13	Pavement Removal	75	SY	\$10.00	\$750.00
14	Full Depth HMA Patch	75	SY	\$75.00	\$5,625.00
15	Sidewalk Remove and Replace - 4 inch	12	SY	\$50.00	\$600.00
				<b>Subtotal</b>	<b>\$536,000.00</b>
				<b>Contingency (15%)</b>	<b>\$80,400.00</b>
				<b>Total</b>	<b>\$616,400.00</b>



**LEGEND**

- STORM SEWER
- SUMP DRAIN COLLECTOR
- AREA DRAIN

**ROUTE OPTION 2**



## PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of December 21, 2009, between CITY OF BONDURANT (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to perform Paine Heights Sump Drainage and Storm Sewer Design and Bidding (hereinafter called "project").

CLIENT and CONSULTANT agree:

1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
5. Following exhibits are attached to and made part of this Agreement:

Exhibit 1 – Scope of Services

Exhibit 2 – Compensation

Exhibit 3 – Standard Terms and Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF BONDURANT

By: \_\_\_\_\_

Michael D. Flattery, P.E., Vice President

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Denise L. Ledvina

Attest: \_\_\_\_\_

Address for giving notices:

100 COURT AVENUE  
SUITE 300  
DES MOINES, IA 50309-2200

Address for giving notices:

200 SECOND STREET, NORTHEAST  
BONDURANT, IA 50035

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

**Paine Heights Sump Drainage and Storm Sewer Design and Bidding**  
**City of Bondurant, Iowa**

**December 17, 2009**

**Background**

The Paine Heights subdivision is located on the east side of the City of Bondurant. There are 99 lots located in Paine Heights. These lots front on either Paine Street S.E., Patterson Street S.E., Snyder Street S.E. or First Street S.E.

Currently, there is only a minimal storm sewer system located within Paine Heights. This includes two storm water intakes on Snyder Street S.E. that drain west to an outlet in the Second Street N.E. south drainage ditch and cornfield. Two intakes are located near the west end of Paine Street S.E. that discharge into the Iowa DOT highway drainage ditch. Two intakes on Patterson Street S.E. are connected to two intakes near the north end of Paine Street S.E. that drain east across the Plaza RV site to an outlet in the Iowa DOT highway drainage ditch. No other storm water system exists in Paine Heights. Therefore, foundation drains currently either discharge onto the ground or into the sanitary sewer.

Because of the rapid spikes in metered flow at the Paine Heights sanitary lift station, numerous connections between foundation drains and the sanitary service lines are expected by the City. These cross connections allow clearwater to enter the sanitary sewer system creating an unacceptable hydraulic load on the Paine Heights sanitary lift station.

The City is interested in installing a piped drainage system allowing all lots within Paine Heights to connect onto. The foundation drainage would be directed north out of the subdivision to a new storm sewer located along Second Street N.E. and north along Pleasant Street N.E. to an existing culvert under Pleasant Street N.E. and a drainageway that outlets to Lake Petocka. The existing street intake structures on Snyder Street S.E., Patterson Street S.E. and Paine Street S.E. (north end) would be connected to the new system. The outlet on Paine Street S.E. (west end) would remain but the outlet to the west along Second Street N.E. and drainage through the Plaza RV site would likely be eliminated. Proposed storm sewer associated with the proposed bike trail along Second Street N.E. and Pleasant Street N.E. that has already been designed must be re-designed and be made compatible with the proposed Paine Heights sump drainage system.

The existing Second Street N.E. Bike Trail project plans will be modified to incorporate the new storm sewer design along both Second Street N.E. and Pleasant Street N.E. such that it can be constructed during the 2010 construction season. In related trail design work, the City has requested the trail terminus at Kinney Park be modified from its currently designed location.

There are three sump collector line routing options (see attached figures) that were considered in preparation of this proposal. They include:

- Route Option 1.** All sump drain collector pipes would be installed in easements along the backyard lot lines.

**Route Option 2.** Sump drain collector pipes would be installed within the public street (front yard) on the east side of Snyder Street S.E., both sides of Patterson Street S.E. and west side of Paine Street S.E. The additional sump collector lines would be installed within easements along the back property lines on the west side of Snyder Street S.E. and east and south side of Paine Street S.E.

**Route Option 3.** All sump drain collector pipes would be installed within the public streets (front yards).

Route Option 1 involves installing sump collector pipe along the backyard lot lines between Snyder Street S.E. and Patterson Street S.E. and between Patterson Street S.E. and Paine Street S.E. Additional sump collector pipe would be installed along the backyard lot lines for those homes on the west side of Snyder Street S.E. and the east/south side of Paine Street S.E. In an established neighborhood this can be difficult, disruptive, and costly and could meet with public opposition. Not only do the sump pump collector lines need to be installed but the sump pump drains from each house need to be installed and connected to the collector lines. Potential obstructions such as fences, sheds, landscaping and play equipment may all be present along the proposed route. In addition, access is expected to be an issue along with acquiring temporary and permanent easement. The unit cost for installation of pipe along back-to-back backyards is expected to be at least twice the unit cost of front yard pipe installation (not including surface restoration).

Route Option 2 is much less intrusive. Although the length of installed pipe is greater, the lower expected unit cost should offset most, if not all, the cost of the more expensive cost to install along shared backyard property lines as described in Route Option 1. Route Option 2 requires acquisition of temporary and permanent easements. It also would require those homes on the west side of Snyder Street S.E. and the east side of Paine Street S.E. to connect to the sump drain line through their backyards. This could be disruptive and prone to access problems.

Route Option 3 has all sump drain line installation taking place in the front yards along the street. Route Option 3 would have slightly more pipe length than Route Option 2, but all sump drain line construction would occur within the public right-of-way. Individual house connections would come to the front of the lot avoiding many of the obstacles and access issues that are typically attributed to backyard construction.

Selection of a preferred route will require each option to be developed in more detail and include a construction cost analysis. The City can then select with confidence its preferred route. For purposes of this proposal Stanley Consultants' professional engineering services are based on implementing Route Option 3. Additional engineering is included in the scope of services to include modifying existing bike trail design drawings to accommodate the necessary changes to the storm sewer system to Lake Petocka and the trail terminus relocation. A similar scope of services is expected if Route Option 2 is selected, except easements would be required and additional scope and fee for providing legal descriptions would be necessary. Route Option 1 was not considered for this scope of services since our preliminary assessment indicates that it may be quite difficult and expensive to construct.

### **Scope of Services**

Stanley Consultants will provide engineering services for the design, bidding, and construction of the Route Option 3 sump drain collector and storm sewer pipes. If the City selects Route Options 1 or 2, then additional scope and fee will be required.



## Design

1. *Kick-off meeting:* Meet with City to establish goals and objectives of the project and define project schedule. Review proposed pipeline routes.
2. *Data collection:* Collect data that includes LiDAR topographic information, current aerial photography, storm water calculations related to the Second Street N.E. and Pleasant Street N.E. bike trail (and terminus relocation) project.
3. *Select preferred route:* evaluate Route Options 1, 2, and 3 and, in consultation with the City, select the preferred route based on:
  - a. Level of disruption and conflict with existing features.
  - b. Access.
  - c. Public acceptance.
  - d. Easement requirements.
  - e. Cost.
4. *Survey:* Survey preferred pipeline route within Paine Heights to collect field data that may not appear on LiDAR mapping or aerial photography including:
  - a. Locate and verify existing benchmarks from bike trail design project.
  - b. Spot ground elevations to verify LiDAR mapping.
  - c. Locate ground features such as valve boxes, fire hydrants, mailboxes, trees, landscape features, other utilities that could impact design.
  - d. Elevations of existing intakes, culverts and outlets.
5. *Preliminary Design:*
  - a. Using the preferred route, provide a plan layout and pipe profile of the sump drainage and storm sewer pipes.
  - b. Perform sizing calculations for sump drain lines, intakes and existing storm sewers.
  - c. Coordinate location of storm sewer with proposed recreational trail design along Second Street N.E. and Pleasant Street N.E.
  - d. Provide a plan of the relocated trail terminus.
6. Develop preliminary estimate of probable construction cost.
7. *Review:* Meet with City to review preliminary design and estimate of probable construction cost.
8. *Prepare Final Design:*
  - a. Finalize design drawings. Use aerial photograph at 1" = 20' scale for Paine Heights' sump drain pipe design plans. Nine plan and profile design drawings are anticipated.
  - b. Field check design drawings.
  - c. Prepare final estimate of probable construction cost.
  - d. Prepare project manual. SUDAS technical specifications and Stanley Consultants' front end documents will be used.
9. *Modify Second/Pleasant Streets N.E. Bike Trail Plans:*
  - a. Incorporate final storm sewer design into bike trail plans.
  - b. Modify bike trail terminus at Kinney Park.
10. Submit final design to City.

### **Bidding (for Paine Heights Sump Drain Collector Pipes Project Only)**

1. Prepare Notice to Bidders.
2. Maintain bidders list.
3. Distribute bid documents.
4. Answer bidders' questions.
5. Prepare addenda, if necessary.
6. Attend bid opening.
7. Perform bid evaluation and make recommendation.
8. Develop bid tabulation.

Note: Storm sewer associated with Second Street N.E. and Pleasant Street N.E. bike trail project will be bid as part of the bike trail project.

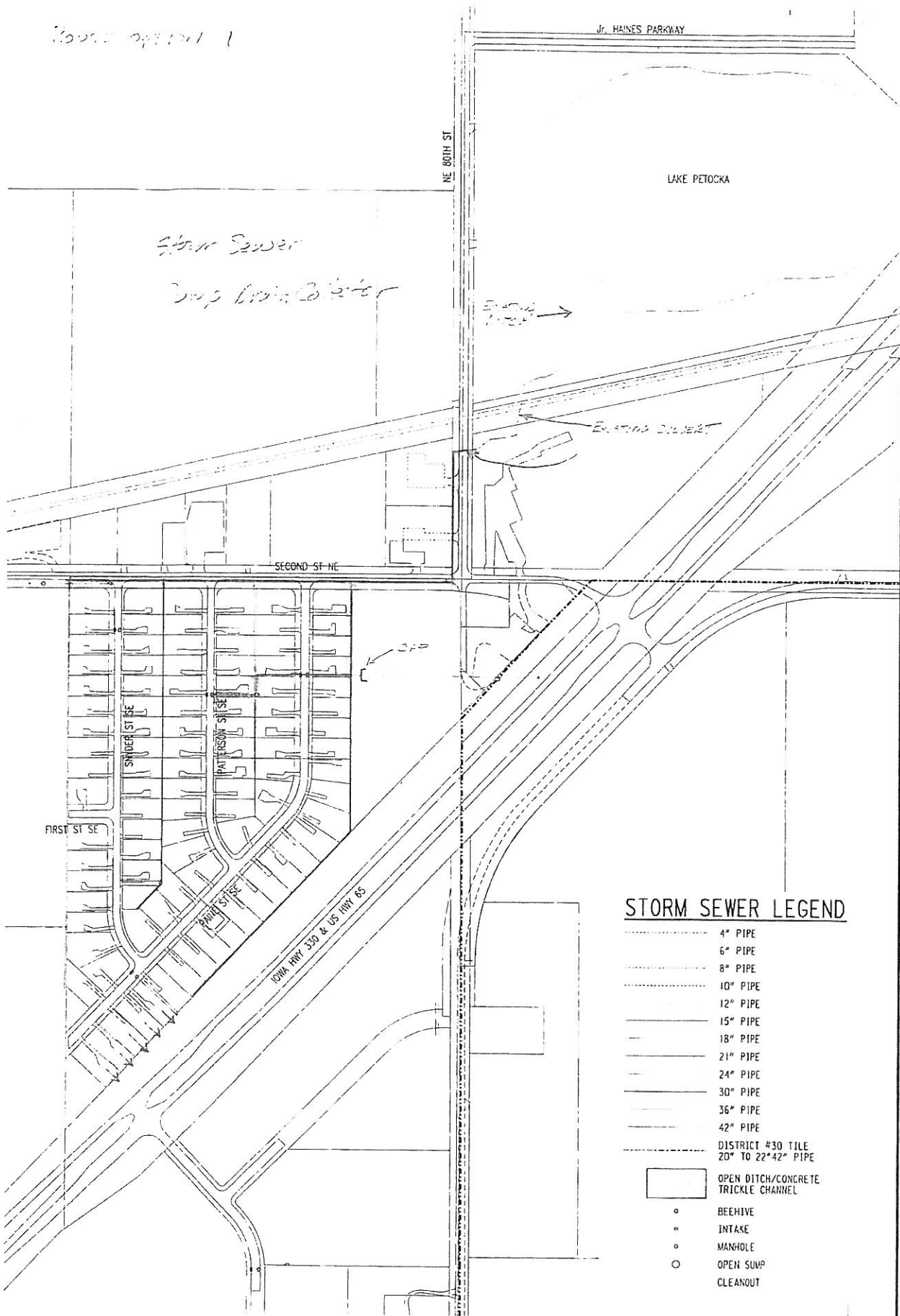
The City will be responsible for the following and may request Stanley Consultants' participation in any of these tasks as an additional service:

1. Easement acquisition. (No easements are anticipated with Route Option 3.)
2. Right-of-entry for each property.
3. Basement inspection to determine presence of sump pump and/or foundation drain.
4. Installation of sump service connections from each home.
5. Construction inspection/administration.
6. House sanitary sewer condition inspection by TV inspection or smoke testing to identify other potential clearwater sources.
7. Conducting public information meetings. Stanley Consultants is available to attend public information meetings at the City's request.

The Scope of Services presented above assumes Route Option 3 is selected. No easements are expected for Route Option 3. If Route Option 2 is selected the Scope of Services and Fee would need to be amended to include preparation of legal descriptions for three sets of temporary and permanent easements. Route Option 1 could require 30 or more legal descriptions be prepared for easements depending on how many individual lots are impacted.



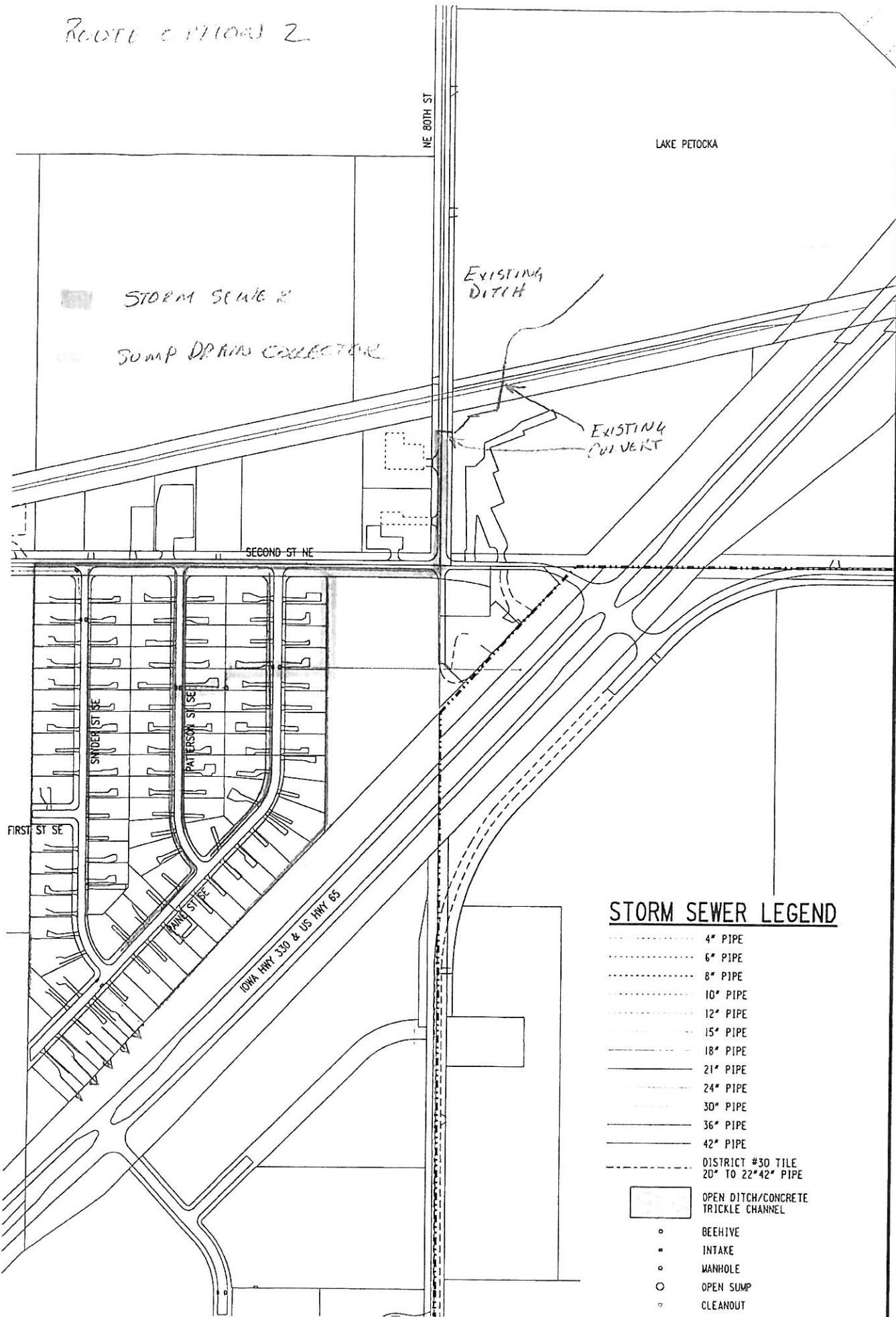
Route 1



### STORM SEWER LEGEND

- 4" PIPE
- 6" PIPE
- 8" PIPE
- 10" PIPE
- 12" PIPE
- 15" PIPE
- 18" PIPE
- 21" PIPE
- 24" PIPE
- 30" PIPE
- 36" PIPE
- 42" PIPE
- DISTRICT #30 TILE  
20" TO 22" 42" PIPE
- OPEN DITCH/CONCRETE  
TRICKLE CHANNEL
- BEEHIVE
- INTAKE
- MANHOLE
- OPEN SUMP
- CLEANOUT

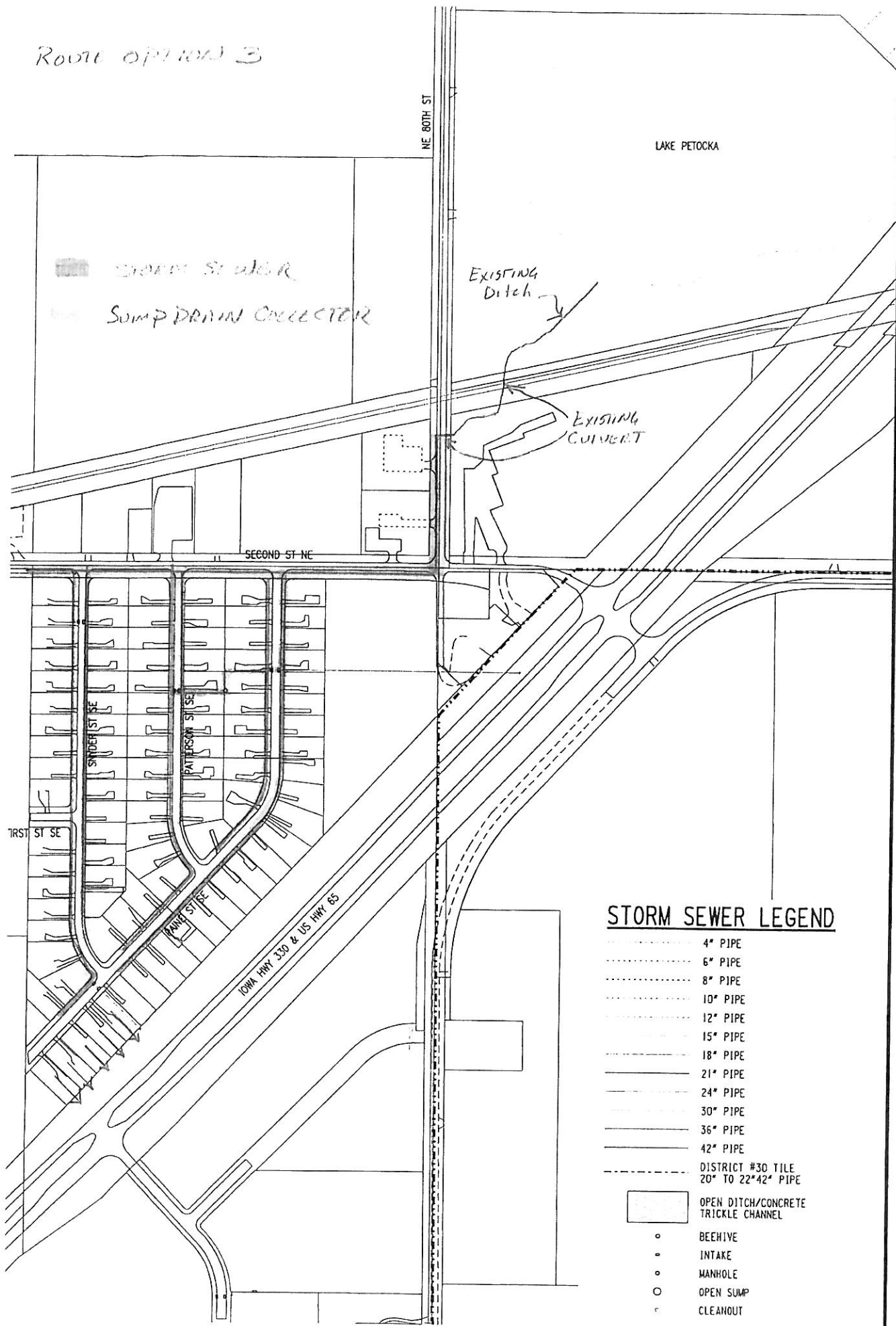
ROUTE 2 PROPOS 2



# STORM SEWER LEGEND

- ..... 4" PIPE
- ..... 6" PIPE
- ..... 8" PIPE
- ..... 10" PIPE
- ..... 12" PIPE
- ..... 15" PIPE
- ..... 18" PIPE
- ..... 21" PIPE
- ..... 24" PIPE
- ..... 30" PIPE
- ..... 36" PIPE
- ..... 42" PIPE
- ..... DISTRICT #30 TILE  
20" TO 22" 42" PIPE
- ..... OPEN DITCH/CONCRETE  
TRICKLE CHANNEL
- BEEHIVE
- INTAKE
- MANHOLE
- OPEN SUMP
- CLEANOUT

Route option 3



# STORM SEWER LEGEND

- 4" PIPE
- 6" PIPE
- 8" PIPE
- 10" PIPE
- 12" PIPE
- 15" PIPE
- 18" PIPE
- 21" PIPE
- 24" PIPE
- 30" PIPE
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20" TO 22" 42" PIPE
- OPEN DITCH/CONCRETE  
TRICKLE CHANNEL
- BEEHIVE
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- OPEN SUMP
- CLEANOUT



## **Exhibit 2 Compensation**

### **Paine Heights Sump Drainage and Storm Sewer Design and Bidding City of Bondurant, Iowa**

**December 17, 2009**

CONSULTANT shall perform professional services described in Exhibit 1 on an hourly basis not to exceed:

<b>Design:</b>	<b>\$30,500</b>	(Includes \$8,350 for re-design of Second/Pleasant Streets N.E. bike trail project.)
<b>Bidding:</b>	<b>\$2,100</b>	(Does not include bidding of Second/Pleasant Streets N.E. bike trail project (and associated storm sewer), which is bid separately.)



## Standard Terms and Conditions Exhibit 3

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

#### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

**4.4 Controlling Law.** Agreement shall be governed by Iowa law.

**4.5 Successors and Assigns.**

**4.5.1** The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

**4.5.2** Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

**4.5.3** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**4.6 CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

**4.7 Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

**4.8 Waiver.** No waiver shall constitute a waiver of any subsequent breach.

**4.9 Warranty.**

**4.9.1** CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

**4.9.2** CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

**4.9.3** The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

**4.10 Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

**4.11 Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all

claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$100,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11.

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.



Resolution: #10-61

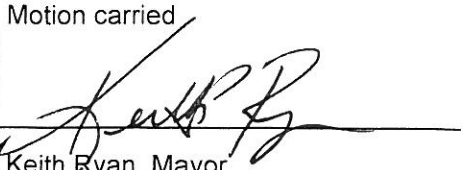
Agenda Item: #13

Date: June 07, 2010

BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa:

That the Professional Services Agreement between the City of Bondurant and Stanley Consultants, Inc., in the amount of \$10,818.48 pertaining to Paine Heights Smoke Testing Project, is hereby approved as presented.

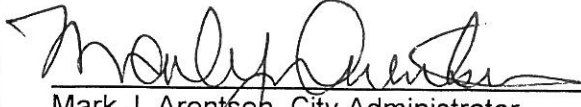
Moved by Adams Second by Bogaards to adopt.

Council Action	Yeas	Nays	Pass	Absent
Adams	✓			
Boatwright	✓			
Bogaards	✓			
Fischer	✓			
Sullivan	✓			
Motion carried				
				
Keith Ryan, Mayor				

#### CERTIFICATE

I, Mark J. Arentsen, City Administrator of said City hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

  
Mark J. Arentsen, City Administrator



Stanley Consultants

Exhibit 7

TRANSMITTAL

TO: Mark Arentsen  
City Administrator  
City of Bondurant  
200 Second Street Northeast  
Bondurant, IA 50035

DATE: May 17, 2010  
PROJECT:  
LOCATION: Bondurant, Iowa  
PROJECT NO.: 0IFIA-17287  
CONTRACT NO.:

SUBJECT: Paine Heights Smoke Testing

**WE ARE SENDING YOU THE FOLLOWING ITEM(S):**

☒ ATTACHED ☐ UNDER SEPARATE COVER ☐ HAND DELIVERED ☐ VIA FAX ☐ VIA EMAIL

**THESE ITEMS ARE SUBMITTED:**

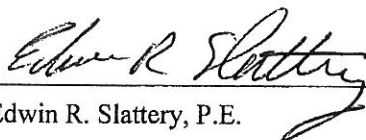
☐ AT YOUR REQUEST ☐ FOR YOUR REVIEW AND COMMENT  
☐ FOR YOUR APPROVAL ☒ FOR YOUR SIGNATURE  
☐ FOR YOUR FILES ☐ FOR YOUR USE  
☐ FOR YOUR INFORMATION ☐ OTHER

<u>QTY.</u>	<u>DESCRIPTION</u>
2	Professional Services Agreement

Please sign both copies; retain one copy for your files; and return one copy to our office. Thank you.

DISTRIBUTION:

SIGNED BY:

  
Edwin R. Slattery, P.E.

100 Court Avenue • Suite 300 • Des Moines, IA 50309-2200 • phone 515.246.8585 • fax 515.246.8617  
email: info@stanleygroup.com • Internet: www.stanleyconsultants.com

20100513ArentsenTrn\_PaineHeightsPSA 0IFIA17287  
SC5021 R3 0107



## PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 13, 2010, between CITY OF BONDURANT (CLIENT) and STANLEY CONSULTANTS, INC. (CONSULTANT). CLIENT intends to perform smoke testing for Paine Heights Smoke Testing project (hereinafter called "project").

CLIENT and CONSULTANT agree:

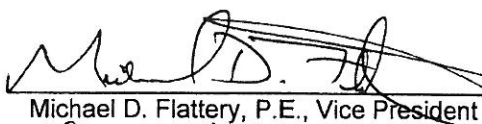
1. **Scope of Services.** CONSULTANT shall perform professional services as stated in Exhibit 1.
2. **Compensation.** CLIENT shall compensate CONSULTANT for CONSULTANT's services as stated in Exhibit 2.
3. **Terms and Conditions.** CONSULTANT shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. If client issues a purchase order or other document to initiate the commencement of services hereunder, it is agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall automatically apply.
4. CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.
5. Following exhibits are attached to and made part of this Agreement:

Exhibit 1 - Scope of Services  
Exhibit 2 - Compensation  
Exhibit 3 - Standard Terms and Conditions


IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

STANLEY CONSULTANTS, INC.

CITY OF BONDURANT

By:   
Michael D. Flattery, P.E., Vice President

By: \_\_\_\_\_

Attest:   
Denise L. Ledvina

Attest: \_\_\_\_\_

Address for giving notices:

100 COURT AVENUE  
SUITE 300  
DES MOINES, IA 50309-2200

Address for giving notices:

200 SECOND STREET NORTHEAST  
BOX 37  
BONDURANT, IA 50035

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

## **Paine Heights Smoke Testing City of Bondurant**

### **Background**

Smoke testing is an efficient and cost effective way to identify sanitary sewer defects in laterals, improper connections to foundation drains and cross connections with storm sewers. A section of sewer pipe and associated laterals is isolated from the rest of the system by the use of plugs. The section is filled with non-toxic, non-staining smoke generated in the closed off section and the pressure is increased by the use of a blower. Locations where the smoke reaches the surface through defects or improper connections are recorded and documented for analysis and inclusion in a summary report and Capital Improvements Plan (CIP).

### **Project Approach**

Smoke testing will be performed in the Paine Heights subdivision to identify inflow sources in the sanitary sewer system. Locations of leaks will be noted for further investigation. Citizens will be notified with an informational flyer prior to testing so they are aware of the possibility of smoke appearing in and around buildings, and so they know how and where to report any smoke observed.

Stanley Consultants will prepare and submit recommendations for work to be included in the CIP together with preliminary cost estimates. The CIP will identify projects to be completed over a 5 to 10 year period.

The overall approach to the project will include the following:

1. Develop smoke testing specification for solicitation of quotes.
2. Request quotes from smoke testing firms.
3. Develop and assist city in implementing public notification program.
4. Conduct smoke testing of sanitary sewers in the Paine Heights neighborhood.
5. Review results from contractor.
6. Prepare letter report summarizing findings and recommendations for future action.

### **Scope of Services**

Stanley Consultants will assist the City of Bondurant in completing certain tasks described in the "Approach to Project." Specific scope of services that Stanley Consultants will complete includes:

#### **Task 1: Develop smoke testing specification for solicitation of quotes.**

- a) Develop technical specification for use by a service provider to perform smoke testing of gravity sewer pipes and service lines.
- b) Submit technical smoke testing specification to the City of Bondurant for review.
- c) Incorporate City comments to finalize smoke testing specification.

**Task 2:** Request quotes from smoke testing firms.

- a) Prepare documents for solicitation of bids for smoke testing services.
- b) Issue request for quotes to service contractors.

**Task 3:** Develop public notification program.

- a) Create informational flyers to be distributed to homeowners in the project area. Provide PDF of flyer to City for distribution.
- b) Facilitate public information meeting to respond to homeowner's questions and concerns.

**Task 4:** Conduct smoke testing of sanitary sewers in the Paine Heights neighborhood (to be performed by smoke testing firm and administered by Stanley Consultants).

- a) Coordinate contractor's work and assist City in providing on-site public relations.
- b) Field-verify smoke testing methodology, results, and progress.
- c) Record visual observations on prepared form including smoke observation locations and photographs.

**Task 5:** Review results from contractor

- a) Review and evaluate smoke testing results (photographs and inspection reports).
- b) Develop a smoke testing summary table that presents each sewer section inspected, identifies observations, and recommended repair/rehabilitation action.

**Task 6:** Prepare letter report summarizing findings and recommendations for future action.

- a) Develop CIP budget and schedule for rehabilitation.
- b) Submit report to the City of Bondurant (2 copies)

### **Assumptions**

1. The City will provide personnel to locate and uncover buried manholes and to assist in opening manhole lids that are stuck or bolted in-place.
2. The City will provide necessary personnel to lead the public information/public relations effort in the Paine Heights neighborhood.
3. The City will print and distribute public information flyers.



Stanley Consultants Inc.

Exhibit 2  
Compensation

Paine Heights Smoke Testing  
City of Bondurant

Activity - Task Description	Project Principal	Project Manager	Env Eng	Graphics	Clerical	Total
<b>Smoke Testing (4,200 feet)</b>						
Develop smoke testing specification		1	2			3
Prepare and issue bid requests		2	8			10
Public notification program		1	4			5
Field verify work methodology, results, and progress			8			8
Review results from contractor			8			8
Administration and General Support	1	1			2	4
Subtotal Hours - Smoke Testing	1	5	30	0	2	38
Subtotal Labor Cost - Smoke Testing	\$198.45	\$856.00	\$2,608.20	\$0.00	\$124.74	\$3,787.39
<b>Data Analysis &amp; Report Preparation</b>						
Prepare recommendations, CIP, and cost opinions		2	8			10
Prepare draft report		2	8	2		14
Meet and review report with City Staff		4				4
Prepare final report (incorporate Comments)		1	4			5
Prepare for City Council Meeting		1	1			2
Attend City Council meeting		2	2			4
Administration and General Support	1					1
Subtotal Hours - Data Analysis & Report Preparation	1	12	23	2	2	40
Subtotal Labor Hours - Data Analysis & Report Preparation	\$198.45	\$2,054.40	\$1,999.62	\$173.88	\$124.74	\$4,551.09
Total Labor Cost						\$8,338.48
Expenses						\$180.00
Subcontractor - Hydro-Klean						\$2,300.00
<b>Total Project Cost</b>						<b>\$10,818.48</b>





## Standard Terms and Conditions Exhibit 3

### 1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

### 2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

### 3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market

conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

### 4. GENERAL

#### 4.1 Termination.

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

#### 4.2 Reuse of Documents.

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

#### 4.3 Payment.

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

**4.4 Controlling Law.** Agreement shall be governed by Iowa law.

**4.5 Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**4.6 CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

**4.7 Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

**4.8 Waiver.** No waiver shall constitute a waiver of any subsequent breach.

**4.9 Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

**4.10 Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

**4.11 Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all

claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all claims for bodily injury and for damage to tangible property caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

**4.12 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTIES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED \$100,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11.

**4.13 Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

**4.14 Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

**CITY OF BONDURANT**  
**PAINE HEIGHTS I-JOBS APPLICATION**  
**JULY, 2010**  
**EXHIBIT 7**  
**CONSTRUCTION INSPECTION COST ESTIMATE**

Construction Inspection for the Paine Heights Storm Sewer project is anticipated to cost between \$10,000 and \$20,000. \$15,000 has been used for budgetary purposes.